

MONITORING WELL
ACCESS/USE PERMIT BETWEEN
CITY OF MINNEAPOLIS
AND
UNITED DEFENSE, L.P.

This permit hereby grants permission to United Defense, L.P. to use the property herein described for the purpose herein specified, subject to the Terms and Conditions set forth below:

1. PERMITTOR
City of Minneapolis
c/o Department of Public Works
350 South 5th Street
Minneapolis MN 55415-1390
2. PERMITTEE
United Defense, L.P.
Armament Systems Division
4800 East River Road
Minneapolis MN 55421
3. DESCRIPTION OF PROPERTY
Minneapolis Water Works
property depicted on Exhibit A.
4. PURPOSE OF PERMIT
To install, and maintain monitoring wells and their appurtenances in order to obtain geologic, hydrologic, and ground water quality information: Well Nos. FMC21A and FMC54S, FMC54I, & FMC54D per Exhibit B.
5. TERM
For the period October 2003 through October 2013
6. LOCAL REPRESENTATIVE OF PERMITTEE
Howard M. Diamond
United Defense, L.P.
Armament Systems Division
4800 East River Road
Minneapolis MN 55421
7. LOCAL REPRESENTATIVE FOR PERMITTOR
Stuart Kirschbaum
Minneapolis Water Works
4300 Marshall St. NE
Minneapolis MN 55421

United Defense, L.P.

8. GENERAL PROVISIONS

- a. The Permitter hereby grants to the Permittee the right to use the Premises described in item 3. together with the necessary rights of ingress and egress.
- b. The use shall be limited to the purpose specified herein
- c. The Permittee shall be responsible for all loss, injuries (including death), or damages to persons or property arising from the acts or omissions of Permittee's employees, agents, or contractors, resulting from or in the course of the excavation, installation, use, maintenance, restoration, and/or removal of the monitoring wells and/or appurtenances, equipment and tools.
- d. The said monitoring wells and appurtenances and all equipment and tools for the maintenance and use thereof placed in or upon said described property shall remain the property of the Permittee and shall be properly abandoned by the Permittee in accordance with Minnesota Department of Health Well Construction Codes, at its own cost and expense within a reasonable time after the expiration of this agreement or any renewal thereof. Upon such abandonment of said monitoring wells and appurtenances, the Permittee shall restore said property to, as nearly as possible, the same state and condition existing prior to the excavation and/or installation of said monitoring wells and appurtenances. Furthermore, Permittee shall restore all property adjacent to the monitoring wells affected by the excavation, installation, maintenance or other use by Permittee to its pre-disturbed condition as soon as possible immediately following each excavation, installation, maintenance or other use.
- e. The Permittee shall be responsible for the payment of any permit, license, or similar fees as assessments imposed by state or local governmental united in connection with the use for which this permit is granted.
- f. The wells will be constructed and abandoned in accordance with Minnesota Department of Health, Well Constructions codes.
- g. Permittee shall be responsible to remove and dispose of soil boring cuttings and development water.
- h. Permittee shall grant Permitter access to use monitoring wells for data collection purposes and to the data resulting from Permittee's use of the monitoring wells. Permitter's use shall not interfere with Permittee's use of the wells and Permitter shall provide Permittee, upon request, any data obtained from its well sampling activities.
- i. Permittee shall be responsible for the maintenance of the monitoring wells, appurtenances and equipment.

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- j. Should the Permittee elect to use a private contractor or consultant for the excavation, installation, restoration, removal or other use, Permittee shall provide Permittor with current certificates of insurance certifying the existence of comprehensive general liability insurance and worker's compensation insurance covering the contractor(s) and applicable to the work performed and the period of performance.
- k. This agreement shall inure to the benefit of, and be binding upon the successors, assigns and transferees of the parties hereto, including successors of the Permittee in control of the project or the portion thereof affected by this agreement.

9. IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year first above written.

**United Defense, L.P.
Armament Systems Division**

By: _____

Title: Vice President and General Manager

Date: _____

FOR THE CITY

By _____
Mayor

Countersigned _____
Finance Officer

Approved as to Form
By _____
Assistant City Attorney

Approved _____
**Department Head responsible for
Contract Monitoring for this
contract**

STATE OF _____)
)ss
COUNTY OF _____)

This instrument was acknowledged before me on _____
(Date)

by _____ as _____ and
(Printed Name) (Title)

_____ as _____
(Printed Name) (Title)

of _____
(Corporation Name, if corporation)

Notary Public